

View Instrument Details



Instrument No 8549426.8
Status Registered
Date & Time Lodged 08 October 2010 15:24
Lodged By Wallace, Anne Michele
Instrument Type Transfer



Affected Computer Registers	Land District
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518859	Canterbury
518860	Canterbury
518861	Canterbury
518862	Canterbury
518863	Canterbury
518864	Canterbury
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518895	Canterbury
518896	Canterbury
518897	Canterbury
518898	Canterbury

Affected Computer Registers Land District

518899

Canterbury

TransferorsNeil Construction Limited

TransfereesNeil Construction Limited

Annexure Schedule: Contains 7 Pages.

Transferor Certifications

I certify that I have the authority to act for the Transferor and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

SignatureSigned by Anthea Mary Coombes as Transferor Representative on 22/10/2010 09:19 AM

Transferee Certifications

I certify that I have the authority to act for the Transferee and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

SignatureSigned by Anthea Mary Coombes as Transferee Representative on 22/10/2010 09:19 AM

***** End of Report *****

Approved by Registrar-General of Land under No. 2002/1026

Transfer instrument
Section 90, Land Transfer Act 1952

Land registration district

NORTH AUCKLAND



BARCODE

Unique Identifier(s)
or C/T(s)

All/part

Area/description of part or stratum

	All	All Certificates of Title referred to in paragraph A on the Second Schedule on page 5 Annexure Schedule
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Transferor

Surname(s) must be underlined or in CAPITALS.

NEIL CONSTRUCTION LIMITED

Transferee

Surname(s) must be underlined or in CAPITALS.

NEIL CONSTRUCTION LIMITED

Estate or interest to be transferred, or easement(s) or profit(s) à prendre to be created
State if fencing covenant imposed.

Fee Simple subject to Land Covenants (continued on Annexure Schedule)

Operative clause

The Transferor transfers to the Transferee the above estate or interest in the land in the above certificate(s) of title or computer register(s) and, if an easement or profit à prendre is described above, that easement or profit à prendre is granted or created.

Dated this _____ day of _____ 20____

Attestation (If the transferee or grantee is to execute this transfer, include the attestation in an Annexure Schedule).

Signature [common seal] of Transferor	Signed in my presence by the Transferor
	Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed)
	Witness name
	Occupation
	Address

Certified correct for the purposes of the Land Transfer Act 1952.

[Solicitor for] the Transferee

Annexure Schedule

Page of Pages

Insert instrument type

Transfer

*Continue in additional Annexure Schedule, if required*Continuation of "Estate or Interest or Easement to be Created"

The Transferor as registered proprietor of all that land contained in Deposited Plan 430578 subdivided that land into lots ("the lots") together with roads for the purposes of the sale of that land as residential lots in a building estate.

It is the Transferor's intention that the lots be subject to a general building scheme applicable to and for the benefit of all the lots and that the owner or occupier for the time being of each lot should be bound by the covenants, stipulations and restrictions set out in the First Schedule ("the covenants") and that the respective owners and occupiers for the time being of any of the lots may be able to enforce observance of the covenants against the owners or occupiers for the time being of any of the other lots.

The Transferee for itself and its successors in title, so as to bind the covenanting lots described in paragraph B of the Second Schedule, ("the covenanting lots") and for the benefit of all the other lots described in paragraph B of the Second Schedule ("the benefitting lots") **hereby covenants and agrees** with the Transferor, for the period continuing up until 1 January 2060, that:

- 1 The Transferee will at all times observe and perform the covenants, and the covenants shall enure for the benefit of the benefitting lots and their registered proprietors from time to time.
- 2 The Transferor shall not be required to nor obliged to enforce all or any of the covenants, nor be liable to the Transferee for any breach of the covenants by any of the registered proprietors of the covenanting lots and the Transferee shall be liable only in respect of breaches of the covenants which shall occur while the Transferee is the registered proprietor of the covenanting lot.
- 3 The Transferee will at all times save harmless and keep indemnified the Transferor from all proceedings costs claims and demands in respect of breaches by the Transferee of all covenants on its part contained or implied.
- 4 If there should be any breach or non-observance of any of the covenants and without prejudice to any other liability which the Transferee may have to any person having the benefit of the covenants, the Transferee will upon written demand being made by the registered proprietor of any of the benefitting lots:
 - a) Pay to the person making such demand as liquidated damages the sum of Three Hundred and Fifty Dollars (\$350.00) per day for every day that such breach or non-observance continues after the date upon which written demand has been made; and

- (b) Remove or cause to be removed from the lot any second hand or used residential dwelling, garage, carport, building or other structure erected or placed on the lot in breach or non-observance of the covenants; and
- (c) Replace any building materials used or permitted to be used in breach or non-observance of the covenants.

First Schedule

- (a) Not to erect or permit to be erected or placed on the land any dwelling (other than a new dwelling):
 - (i) on all sections that has a floor area of less than 190m² including garage(s) subject to (a)(ii);
 - (ii) on sections of 900m² or more of net area if further subdivided and/or is used for more than one dwelling has a floor area of less than 140m² for each dwelling including garage(s).
 - (iii) with greater than two storeys on Lots 296, 305, 312, 319 and 328 and which has a ground floor area of less than 60% of the total area of the dwelling exclusive of any garages which are independent from or not contained within the structure of the dwelling.
 - (iv) with greater than one storey on all Lots except for those listed in (a)(iii) above or where the transferee has obtained the written approval of all the adjoining registered proprietors of the lots referred to in the first Schedule, or any subdivision thereof, to the plans and specifications for the dwelling to be erected on the land.
- (b) Not to erect or permit to be erected or placed on the land any carport.
A freestanding or independent garage can be erected on the land provided that similar exterior claddings and finishes are used for the independent garage as are used for the residential home and that it is of a design as to be architecturally in harmony with the dwelling.
- (c) To construct any fence in kiln fired or concrete brick, stucco textured finish, stone, brush or timber. Wrought steel or galvanised iron fencing may be used but only with the prior written approval of the Transferor.
- (d) Subject always to the terms of covenant (c) above, any fencing along front or side boundaries within 3 metres of a road boundary shall not exceed 1.0 metre in height above finished ground grassed level except for:
 - (i) Corner lots where approved fencing can be erected within 3 metres of the road boundary to a height of 1.8 metres for up to 50% of the total frontage of such lots. For the purposes of this covenant, only Lots 296, 306, 328 and 331 are deemed to be corner lots, or
 - (ii) Where the fence is constructed of visually permeable materials.
 Covenant (d) (i) and (ii) are subject in all respects to the prior written approval of the Transferor, including materials, design and final colours.
- (e) Exemptions to (d) are:

- (i) The fence erected along Halswell Road by the Transferor. This is to be maintained by the Transferee for the period of the covenant in good order and repair as an acoustic barrier.
- (ii) Fencing within 3 metres of the road frontage of Lots 330 and 336 (Parklea Avenue only).
- (iii) Any rear boundary fencing to Lots 296 to 305 inclusive and 307 to 319 inclusive and the side boundaries of Lots 305, 306 and 312 adjoining Halswell Domain if greater than 1.2 metres in height, have the portion exceeding 1.2 metres in height constructed with visually permeable materials.

Covenant (e) (ii) is subject in all respects to the prior written approval of the Transferor, including materials, design and final colours.

- (f) To construct any building with a minimum of 80% of the non glazed exterior cladding of the dwelling consisting of any of the following materials; kiln fired brick or concrete brick or plastered textured finish, stone, timber weatherboards or pre-finished metal weatherboard bonded to solid timber boards (ie Lockwood type construction). Any building with an exterior finish in the form of flat cladding, concrete or polystyrene block, poured concrete or similar shall have the surface textured in such a manner as to fully cover the base material. Factory prefinished weatherboards made of other materials (ie James Hardie Linea weatherboards) may be used but only with the prior written approval of the Transferor as to finished colour, texture, profile and type of the weatherboards. Other buildings e.g. garden sheds pool sheds or similar must also comply with this covenant.
- (g) To use only such roofing materials that have a tile profile, or incorporate wood, fibre cement, glass fibre or slate products by way of roofing shingles, for all roofing other than flat roofs (refer to (j) below). Factory pre-finished metal roofing material (ie Colorsteel type or similar) may be used with the prior written approval of the Transferor as to colour and profile of the roofing material.
- (h) To complete any building within 10 months of laying down the foundations for such building and within 15 months of laying down the foundations to complete all ancillary work such as fencing and landscaping and further will within that 15 months construct in a proper and tradesmanlike manner a driveway or vehicle access in a permanent continuous surfacing concrete, concrete block, brick paving, tar sealing or similar.
- (i) Not to permit the land to be occupied or used as a residence unless the buildings on the property have been substantially completed including driveways and landscaping in accordance with this agreement and the buildings meet the requirements of the local authority.
- (j) To construct any residential home defined in this Covenant with:
 - (i) more than two hips or two gables in the roofline and
 - (ii) a shape other than a simple square or rectangle excluding breaks for back and front door entries. Flat roofed buildings are acceptable

provided they meet all covenants except condition 15.1(g).

- (k) Not to place on the land any form of temporary accommodation (e.g. caravan etc) other than a builder's shed for the purpose of the builder's usual day to day use. Such shed is to be removed upon completion of the dwelling.
- (l) No recreational or commercial vehicles machinery equipment or trailers are to be regularly located either on the street, street berm or footpath or on that area within 3 metres of the road boundary.
- (m) Not to bring on to or allow to remain on the land any recreational or commercial machinery equipment vehicles or trailers, unless garaged or adequately screened so as not to be highly visible from the road.
- (n) Not to use the land or permit the same to be used for any trading or commercial purposes without first obtaining the written consent of all the immediate adjoining registered proprietors of the lots which are contained within the Transferors Halswell on the Park Subdivision, other than an office within the dwelling for the use of the residents of the property or as a show home.
- (o) A family flat as defined by the Christchurch City Council and subject to all necessary Council approvals and consents can be constructed in conjunction with a new residential dwelling provided that similar exterior claddings and finishes are used for the family flat as that used for the main residential dwelling, and it is architecturally integrated with and attached to the main dwelling.
- (p) A new letterbox shall be erected when the dwelling is erected and its design, colour and cladding shall be consistent with those of the dwelling and or fence or as approved by the Transferor.
- (q) To minimise any damage to footpaths and berms by nominating the position of any future driveways prior to the commencement of the construction to ensure that vehicular movement on the section is confined to that one particular driveway during the construction period, such driveway to be no more than 4 metres in width. The Transferee shall be responsible for the repair of any damage caused by the Transferee, or his employees or contractors, to the footpaths and berms at the Transferee's expense.
- (r) Not to suffer any dog or other pet to be kept in or about the property which dog or other pet is likely to cause a nuisance or annoyance to other neighbouring occupiers or detract from the subdivision and in particular without otherwise limiting this restriction not to keep on or about the property any dog which in whole or part appears to be a Japanese Tosa, Dogo Argentino, Brazilian Fila or American Pit Bull type. The keeping of pigeons is expressly prohibited.
- (s) Not to erect or permit to be erected any Satellite Dish which exceeds 750mm in diameter. A Satellite Dish which exceeds 750mm in diameter may be erected on the property providing:
 - (i) The Satellite Dish is not visible from the road adjacent to the frontage of the property and,

- (ii) The owner has first obtained the written consent of the registered proprietors of all the adjoining lots which are contained within the Transferor's "Halswell on the Park" Stage 6 subdivision.
- (t) Not to permit any berm on the road frontage of the property, or any grassed areas within the property, to remain in an untidy condition and not to allow grass, to grow to a height which exceeds 150mm.

Second Schedule

A The Land

Certificates of Title 518859-518899 (inclusive)

B	Covenanting Lots	Benefitting Lots
	Lot 296	All lots on DP430578 other than Lot 296, 353, 358, 359, 360 & 361
	Lot 297	All lots on DP430578 other than Lot 297, 353, 358, 359, 360 & 361
	Lot 298	All lots on DP430578 other than Lot 298, 353, 358, 359, 360 & 361
	Lot 299	All lots on DP430578 other than Lot 299, 353, 358, 359, 360 & 361
	Lot 300	All lots on DP430578 other than Lot 300, 353, 358, 359, 360 & 361
	Lot 301	All lots on DP430578 other than Lot 301, 353, 358, 359, 360 & 361
	Lot 302	All lots on DP430578 other than Lot 302, 353, 358, 359, 360 & 361
	Lot 303	All lots on DP430578 other than Lot 303, 353, 358, 359, 360 & 361
	Lot 304	All lots on DP430578 other than Lot 304, 353, 358, 359, 360 & 361
	Lot 305	All lots on DP430578 other than Lot 305, 353, 358, 359, 360 & 361
	Lot 306	All lots on DP430578 other than Lot 306, 353, 358, 359, 360 & 361
	Lot 307	All lots on DP430578 other than Lot 307, 353, 358, 359, 360 & 361
	Lot 308	All lots on DP430578 other than Lot 308, 353, 358, 359, 360 & 361
	Lot 309	All lots on DP430578 other than Lot 309, 353, 358, 359, 360 & 361
	Lot 310	All lots on DP430578 other than Lot 310, 353, 358, 359, 360 & 361
	Lot 311	All lots on DP430578 other than Lot 311, 353, 358, 359, 360 & 361
	Lot 312	All lots on DP430578 other than Lot 312, 353, 358, 359, 360 & 361

Lot 313	All lots on DP430578 other than Lot 313, 353, 358, 359, 360 & 361
Lot 314	All lots on DP430578 other than Lot 314, 353, 358, 359, 360 & 361
Lot 315	All lots on DP430578 other than Lot 315, 353, 358, 359, 360 & 361
Lot 316	All lots on DP430578 other than Lot 316, 353, 358, 359, 360 & 361
Lot 317	All lots on DP430578 other than Lot 317, 353, 358, 359, 360 & 361
Lot 318	All lots on DP430578 other than Lot 318, 353, 358, 359, 360 & 361
Lot 319	All lots on DP430578 other than Lot 319, 353, 358, 359, 360 & 361
Lot 320	All lots on DP430578 other than Lot 320, 353, 358, 359, 360 & 361
Lot 321	All lots on DP430578 other than Lot 321, 353, 358, 359, 360 & 361
Lot 322	All lots on DP430578 other than Lot 322, 353, 358, 359, 360 & 361
Lot 323	All lots on DP430578 other than Lot 323, 353, 358, 359, 360 & 361
Lot 324	All lots on DP430578 other than Lot 324, 353, 358, 359, 360 & 361
Lot 325	All lots on DP430578 other than Lot 325, 353, 358, 359, 360 & 361
Lot 326	All lots on DP430578 other than Lot 326, 353, 358, 359, 360 & 361
Lot 327	All lots on DP430578 other than Lot 327, 353, 358, 359, 360 & 361
Lot 328	All lots on DP430578 other than Lot 328, 353, 358, 359, 360 & 361
Lot 329	All lots on DP430578 other than Lot 329, 353, 358, 359, 360 & 361
Lot 330	All lots on DP430578 other than Lot 330, 353, 358, 359, 360 & 361
Lot 331	All lots on DP430578 other than Lot 331, 353, 358, 359, 360 & 361
Lot 332	All lots on DP430578 other than Lot 332, 353, 358, 359, 360 & 361
Lot 333	All lots on DP430578 other than Lot 333, 353, 358, 359, 360 & 361
Lot 334	All lots on DP430578 other than Lot 334, 353, 358, 359, 360 & 361
Lot 335	All lots on DP430578 other than Lot 335, 353, 358, 359, 360 & 361
Lot 336	All lots on DP430578 other than Lot 336, 353, 358, 359, 360 & 361